

## STATE OF SOUTH CAROLINA

## (Caption of Case)

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

## COVER SHEET

Petition for Approval of NPCR, Incorporated d/b/a  
Nextel Partners' Adoption of the Interconnection  
Agreement between Sprint Communications, L.P./  
Sprint Spectrum L.P. d/b/a Sprint PCS and BellSouth  
Telecommunications, Incorporated d/b/a AT&T South  
Carolina d/b/a AT&T Southeast

DOCKET  
NUMBER: 2007 - 256 - C

(Please type or print)  
Submitted by: Patrick W. Turner

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## DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda  
expeditiously

☒ Other: Surrebuttal Testimony of P. L. (Scot) Ferguson

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input checked="" type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input checked="" type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

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November 13, 2007

The Honorable Charles Terreni  
Chief Clerk of the Commission  
Public Service Commission of South Carolina  
Post Office Drawer 11649  
Columbia, South Carolina 29211

Re: In the Matter of Petition for Approval of Nextel South Corp.'s Adoption of the Interconnection Agreement Between Sprint Communications L.P., Sprint Spectrum L.P. d/b/a Sprint PCS and BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina, d/b/a AT&T Southeast  
Docket No. 2007-255-C

In the Matter of Petition for Approval of NPCR, Inc. d/b/a Nextel Partners' Adoption of the Interconnection Agreement Between Sprint Communications L.P./Sprint Spectrum L.P., d/b/a Sprint PCS and BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina, d/b/a AT&T Southeast  
Docket No. 2007-256-C

Dear Mr. Terreni:

Enclosed for filing are an original and one (1) copy of BellSouth Telecommunications, Inc.'s d/b/a AT&T South Carolina ("AT&T") Surrebuttal Testimony of P. L. (Scot) Ferguson in the above-referenced matters.

By copy of this letter, I am serving all parties of record with a copy of this testimony as indicated on the attached Certificate of Service.

Sincerely,

Patrick W. Turner

PWT/nml  
Enclosure  
cc: All Parties of Record  
DMS #695677

**THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY SUBMITTED TO THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.**

1 AT&T SOUTH CAROLINA'S  
2 SURREBUTTAL TESTIMONY OF P.L. (SCOT) FERGUSON  
3 BEFORE THE PUBLIC SERVICE COMMISSION  
4 OF SOUTH CAROLINA  
5 DOCKET NOS. 2007-255-C & 2007-256-C  
6 NOVEMBER 13, 2007  
7

8 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T, AND  
9 YOUR BUSINESS ADDRESS.  
10

11 A. My name is Scot Ferguson. I am employed by AT&T Wholesale as an Associate  
12 Director in the Customer Care organization. My business address is 675 West  
13 Peachtree Street, Atlanta, Georgia 30375.  
14

15 Q. DID YOU PREVIOUSLY FILE TESTIMONY IN THESE CONSOLIDATED  
16 DOCKETS?  
17

18 A. Yes. I filed Direct Testimony and five (5) exhibits on October 30, 2007.  
19

20 Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?  
21

1 A. The purpose of my Surrebuttal Testimony is to address certain aspects of the  
2 Rebuttal Testimony of Nextel's witness, Mark G. Felton, that was filed in these  
3 consolidated dockets on November 6, 2007.

4  
5 Q. ON PAGE 9 OF HIS REBUTTAL TESTIMONY, MR. FELTON SUGGESTS  
6 THAT NEXTEL'S IN-STATE ADOPTION REQUEST IS APPROPRIATE  
7 BECAUSE "NEXTEL WOULD BE ENTITLED TO OPERATE UNDER THE  
8 SAME WIRELESS-APPLICABLE PROVISIONS OF THE SPRINT-AT&T  
9 [SOUTH CAROLINA] ICA THAT ARE UTILIZED BY SPRINT PCS AND,  
10 LIKE SPRINT PCS, WOULD NOT UTILIZE THE SPRINT CLEC-SPECIFIC  
11 PROVISION OF THE SPRINT-AT&T SOUTH CAROLINA ICA." LATER,  
12 ON PAGE 11, MR. FELTON SUGGESTS THAT PERMITTING NEXTEL TO  
13 ADOPT THE SPRINT-AT&T SOUTH CAROLINA INTERCONNECTION  
14 AGREEMENT WOULD NOT CAUSE AT&T SOUTH CAROLINA TO LOSE  
15 THE BENEFITS OF THE BARGAIN IN THAT AGREEMENT. DO YOU  
16 AGREE WITH MR. FELTON'S SUGGESTIONS?

17  
18 A. No. Despite Mr. Felton's suggestions to the contrary, Nextel simply is not  
19 seeking to adopt the Sprint-AT&T South Carolina interconnection agreement  
20 under the same terms and conditions as provided in that agreement, and granting  
21 Nextel's request would deny AT&T South Carolina the benefits of the bargain it  
22 negotiated in that agreement.

1 Q. PLEASE EXPLAIN WHY YOU SAY THAT.

2

3 A. With regard to the Sprint-AT&T South Carolina agreement, wireless carriers  
4 (Sprint Spectrum L.P. and SprintCom, Inc.) and wireline carriers (Sprint  
5 Communications Company Limited Partnership and Sprint Communications  
6 Company L.P.) jointly came to the table and negotiated an interconnection  
7 agreement with AT&T South Carolina.

8

9 With regard to Nextel's request to adopt that agreement, different wireless carriers  
10 (Nextel) are seeking the same benefits as the wireless carriers who are parties to  
11 that agreement. Unlike the wireless carriers who are parties to that agreement,  
12 however, these different wireless carriers (Nextel) are not bringing any different  
13 wireline carriers (and thus are not bringing any of the associated benefits to  
14 AT&T South Carolina) to the table with them.

15

16 From my perspective as a layman, therefore, I do not see how Nextel can contend  
17 that it is seeking to adopt the South Carolina Sprint-AT&T agreement under the  
18 same terms and conditions as provided in that agreement.<sup>1</sup>

19

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<sup>1</sup> AT&T South Carolina is willing to participate in good-faith negotiations for new, going-forward interconnection agreement jointly with Nextel and the parties to the Sprint-AT&T South Carolina interconnection agreement. AT&T South Carolina, however, is not willing voluntarily to provide Nextel the benefits of the wireless provision of the Sprint-AT&T South Carolina interconnection agreement when, unlike the original wireless parties to that Agreement, Nextel does not even purport that any additional wireline parties are joining it in its adoption request.

1 Q. IN DISCUSSING WHETHER NEXTEL REQUESTED ADOPTION OF THE  
2 SPRINT-AT&T SOUTH CAROLINA INTERCONNECTION AGREEMENT  
3 WITHIN A REASONABLE PERIOD OF TIME, MR. FELTON STATES AT  
4 PAGE 10, LINES 18-19, THAT SPRINT AND NEXTEL DID NOT MERGE  
5 UNTIL AUGUST 2005. AT THE TIME OF THE SPRINT-NEXTEL MERGER,  
6 HOW LONG HAD IT BEEN SINCE THE COMMISSION HAD APPROVED  
7 THE SPRINT-AT&T SOUTH CAROLINA INTERCONNECTION  
8 AGREEMENT?

9  
10 A. The merger Mr. Felton references occurred nearly four and a half years after the  
11 Commission issued its January 24, 2000 letter approving the AT&T-Sprint  
12 interconnection agreement.

13  
14 Q. HOW LONG AFTER THE AUGUST 2005 SPRINT-NEXTEL MERGER WAS  
15 IT BEFORE NEXTEL ASKED TO ADOPT THE SPRINT-AT&T SOUTH  
16 CAROLINA INTERCONNECTION AGREEMENT?

17  
18 A. As Mr. Felton states in his Direct Testimony (at page 8, line 6), Nextel did not ask  
19 to adopt the Sprint-AT&T South Carolina agreement until May 18, 2007 – nearly  
20 two years after the Sprint-Nextel merger.

21  
22 Q. AT THE TIME NEXTEL FINALLY ASKED TO ADOPT THE SPRINT-AT&T  
23 SOUTH CAROLINA INTERCONNECTION AGREEMENT, HOW LONG

1 HAD IT BEEN SINCE THE COMMISSION HAD APPROVED THAT  
2 AGREEMENT?

3  
4 A. Nearly six and a half years.

5  
6 Q. BEGINNING ON PAGE 5, LINE 22 OF HIS REBUTTAL TESTIMONY, MR.  
7 FELTON DISCUSSES AN AMENDMENT TO THE SPRINT-AT&T  
8 KENTUCKY INTERCONNECTION AGREEMENT. HOW DID THAT  
9 AMENDMENT TO THE SPRINT-AT&T KENTUCKY AGREEMENT COME  
10 ABOUT?

11  
12 A. That amendment came about as a result of a ruling by the Kentucky Commission  
13 in the Sprint-AT&T Kentucky arbitration docket in that state. The Kentucky  
14 Commission ruled that Sprint was entitled to an extension of its interconnection  
15 agreement with AT&T Kentucky, and AT&T Kentucky executed the amendment  
16 consistent with the Kentucky Commission's Order.

17  
18 Q. HAS THIS COMMISSION ADDRESSED THE SAME ISSUES THAT THE  
19 KENTUCKY COMMISSION ADDRESSED IN THE SPRINT-AT&T  
20 ARBITRATION PROCEEDINGS?

21  
22 A. Yes.

1 Q. DID THIS COMMISSION RULE THE SAME WAY THE KENTUCKY  
2 COMMISSION RULED?

3  
4 A. No. This Commission did not rule that Sprint was entitled to an extension of its  
5 interconnection agreement with AT&T in South Carolina. Instead, as explained  
6 in my Direct Testimony, this Commission declined to rule on the issues presented  
7 in that arbitration proceeding and noted that the issues in that docket could be  
8 presented to the FCC for a ruling.

9  
10 Q. IN DISCUSSING NEXTEL'S ERRONEOUS INTERPRETATION OF  
11 "MERGER COMMITMENT NO. 1," MR. FELTON SUGGESTS THAT  
12 "NEXTEL IS NOW ENTITLED TO 'PORT INTO SOUTH CAROLINA' AND  
13 ADOPT" THE SPRINT-AT&T KENTUCKY AGREEMENT AS RECENTLY  
14 AMENDED. IS THAT ISSUE BEFORE THE COMMISSION IN THESE  
15 CONSOLIDATED DOCKETS?

16  
17 A. No. Nextel has not petitioned the Commission to allow it to port any agreement  
18 from another state into South Carolina. Instead, as Mr. Felton states in his Direct  
19 Testimony (page 7, line 29), "Nextel is seeking to adopt the very interconnection  
20 agreement that has already been approved by this Commission . . . ."



1 Q. DID THE AMENDED SPRINT-AT&T KENTUCKY AGREEMENT EVEN  
2 EXIST WHEN NEXTEL FILED ITS PETITION IN THESE CONSOLIDATED  
3 DOCKETS?

4  
5 A. No. Sprint and AT&T Kentucky did not sign that amendment and file it with the  
6 Kentucky Commission until October 30, 2007.

7  
8 Q. HAS NEXTEL ASKED AT&T TO PORT THE KENTUCKY AGREEMENT  
9 INTO SOUTH CAROLINA?

10  
11 A. No, Nextel has not used the posted AT&T procedure to ask to port any agreement  
12 into South Carolina. But, even if Nextel were to seek to port the Sprint-AT&T  
13 Kentucky interconnection agreement as recently amended into South Carolina, it  
14 could not do so. For the reasons explained in my Direct Testimony and further in  
15 this Surrebuttal Testimony with regard to the in-state adoption petition Nextel  
16 actually has filed with the Commission, Nextel would not be seeking the same  
17 terms and conditions as those provided in that amended Kentucky agreement.

18  
19 Q. WHAT IS THE PRACTICAL EFFECT OF MR. FELTON'S SUGGESTION  
20 THAT "NEXTEL IS NOW ENTITLED TO 'PORT INTO SOUTH CAROLINA'  
21 AND ADOPT" THE KENTUCKY AGREEMENT AS RECENTLY  
22 AMENDED?

1 A. As a practical matter, Mr. Felton is suggesting that Nextel could make an end run  
2 around this Commission's ruling in the Sprint arbitration docket.

3

4 Q. WHY DO YOU SAY THAT?

5

6 A. As explained in my Rebuttal Testimony, a party seeking to adopt an  
7 interconnection agreement (in this case, Nextel) can have no more and no fewer  
8 rights under the agreement than the original party (in this case, Sprint). Based on  
9 this Commission's ruling in the Sprint-AT&T South Carolina arbitration docket,  
10 the extent to which Sprint may continue operating under the Sprint-AT&T South  
11 Carolina interconnection agreement is uncertain unless and until the FCC  
12 addresses the issue.

13

14 Under Mr. Felton's suggestion, however, Nextel would be allowed to operate  
15 under the Sprint-AT&T South Carolina interconnection agreement beyond the  
16 end of this year, while Sprint's ability to do so remains unclear. This is, from my  
17 perspective as a layman, a suggestion that Nextel should be allowed to make an  
18 end run around this Commission's ruling in the Sprint arbitration docket.

19

20 Q. DO YOU HAVE ANY FINAL COMMENTS ON MR. FELTON'S  
21 TESTIMONY?

22

1 A. Yes. I would like to reiterate that, as explained in my Direct Testimony, AT&T  
2 made concessions in the Sprint-AT&T South Carolina interconnection agreement  
3 that it would not have made if the other parties to that agreement had been only  
4 wireline companies or only wireless companies.

5

6 Now, a wireless company that was not a party to that original interconnection  
7 agreement is seeking to “adopt” what it perceives to be beneficial wireless  
8 provisions of that agreement, but it is not even purporting to bring with it any  
9 wireline company that was not a party to that original interconnection agreement.

10

11 As such, Nextel is asking to adopt the Sprint-AT&T South Carolina  
12 interconnection agreement upon different terms and conditions than those  
13 provided in that agreement.

14

15 Q. WHAT IS AT&T SOUTH CAROLINA ASKING THE COMMISSION TO DO  
16 IN THESE CONSOLIDATED DOCKETS?

17

18 A. AT&T South Carolina is asking the Commission to deny Nextel’s Petitions in  
19 their entirety.

20

21 Q. DOES THAT CONCLUDE YOUR TESTIMONY?

22

23 A. Yes.

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF RICHLAND                        )     CERTIFICATE OF SERVICE

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for AT&T South Carolina (“AT&T”) and that she has caused AT&T South Carolina’s Surrebuttal Testimony of P. L. (Scot) Ferguson in Docket Nos. 2007-255-C and 2007-256-C to be served upon the following on November 13, 2007.

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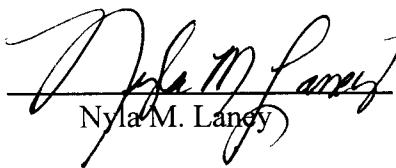
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